



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO
MV10F

PAGE
1

BLANKET RELEASE
00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO
**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

AGENCY COPY

VEHICLE TO
***709044554 304-624-7611
 COUNTRY CLUB CHRYSLER DODGE SP
 PO BOX 2321
 ROUTE 19 SOUTH
 CLARKSBURG WV 26301**

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/14/2009		NET 30		550567749			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS TO SUPPLY 2010 MOTOR VEHICLES (OR CURRENT MODEL YEAR) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS, PER THE ATTACHED LIST OF VEHICLE CLASSES AWARDED THROUGH THIS CONTRACT. THIS AWARD IS PER THE FOLLOWING: 1. REQUEST FOR QUOTATION DATED 08/06/2009 AND ALL ADDENDA THERETO. 2. SPECIFICATIONS, 4 PAGES, DATED 08/06/2009. 3. VENDOR'S BID DATED 09/22/2009. ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS MUST BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED. ***** AGENCIES MUST OBTAIN APPROPRIATE APPROVAL							
						PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 21 2009 <i>Beverly Toler</i>	

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/16/09*

**APPROVED FOR
 ONE FISCAL YEAR**
James Wayfield

JO ANN ADKINS **304-558-8802**

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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011010022
**ALL STATE AGENCIES
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RODNEY
***709044554 304-624-7611
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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
PRIOR TO SENDING TO THE PURCHASING DIVISION.*****							
POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.							
0001		EA			0.00000		
	10/14/2010		070-06-01-000				
	2010 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

JO ANN ADKINS

304-558-8802

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	EXHIBIT 3						
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 15, 2009 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						
						TOTAL	

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>							

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>							
						TOTAL	

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MV10F	Country Club Chrysler Plymouth Dodge	
CLASS	MODEL	PRICE
5 - Auto	Dodge Charger SXT LXDM48 - Rear Wheel Drive, Full Size, 4 Door, 2890 Curb Weight, 110" Wheelbase, Gas	\$ 17,949.00
10 - Truck	Dodge Dakota Ext Cab 4x2 ND1L33 - Small Pickup, 2 Wheel Drive, Extended Cab, 6 Cylinder, 4200 GVWR, Short Bed, Gas	\$ 13,177.00
10 - Truck	Dodge Dakota Ext Cab 4x2 ND1L33 - Small Pickup, 2 Wheel Drive, Extended Cab, 6 Cylinder, 4200 GVWR, Short Bed, Flex-Fuel	\$ 14,121.00
24 - Van	Dodge Grand Caravan SE - 7 Passenger, Front Wheel Drive, 110" Wheelbase, Gas	\$ 18,097.00

CLASS 5 AUTOMOBILE
 Rear Wheel Drive, Full Size, 4 Door,
 2,890 Curb Weight
 Wheelbase 110"

070-06-05-001

Vendor Name: COUNTRY CLUB CHRYSLER DODGE Includes but is not limited to: Chrysler 300, G8

Manufacturer / Brand	DODGE
Delivery	90-120 DAYS EST.
Model Name & Number	CHARGER SXT LXDM48

Standard Equipment Requirements:

Engine	MIN: 210 HP 210 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM / FM / CD
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Fuel Tank	Factory Standard
Tires	All Season
Spare Tire	Standard tire w/ Jack
Rear Window/Defogger	Installed
Front Seat	Bucket
Air Conditioning	Installed
Floor Mats	installed
Seating Capacity	4 (5 PASSENGER IN CHARGER)
Front Air Bags	Installed

HP	250	TORQUE	250
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Price Each Gasoline	\$17,949
Price Each Flex Fuel	NO BID

EPA HGWY	25	EPA CITY	17
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Options:

- 1 Full Size Spare Tire
- 2 Shop/Service Manual
- 3 CD Service Manual
- 4 Tilt Wheel & Cruise Control
- 5 Keyless Entry
- 6 Power Windows / Power Locks / Heated Mirrors
- 7 6-way Power Driver seat (requires power windows & doors)
- 8 Side Air Bags
- 9 Exterior colors
- 10 Delete Floor Mats (Deduct)
- 11 FOB Dealership: (Deduct)
- 12 FOB Other than Metro Charleston - Per Mile

NOT AVAILABLE
NOT AVAILABLE AT BID TIME
NOT AVAILABLE AT BID TIME
STANDARD
STANDARD
STANDARD
STANDARD
STANDARD
SEE BELOW
\$ - N/A
(\$50)
\$1.40

Additional Information:

EXTERIOR COLORS: Bright Silver, Brilliant Black, Stone White, Dark Titanium,
 Additional Paint Cost \$200 Deep Water Blue, Inferno Red, Torred

CLASS 10 TRUCK
 Small Pickup, 2 Wheel Drive, Extended Cab, 6 Cylinder,
 4200 GVWR, Short Bed
 Includes but is not limited to: Ford Ranger, Toyota Tacoma, Mazda B2300

070-48-10-001

Vendor Name: COUNTRY CLUB CHRYSLER DODGE

Manufacturer / Brand	<u>DODGE</u>
Delivery	<u>90-120 DAYS EST.</u>
Model Name & Number	<u>DAKOTA EXT CAB 4X2 ND1L33</u>

Standard Equipment Requirements:

Engine	MIN: 200 HP 225 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Cargo Box	Fleetside
Bumper	Rear Step Factory Installed
Tires	All Season ***ON/OFF ROAD***
Spare Tire	Full Size w/ Jack
Air Conditioning	Installed
Front Seat	Standard seating
Standard Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
210	235

Price Each Gasoline		<u>\$13,177</u>
Price Each Flex Fuel	4.7L V8 Engine	<u>\$14,121</u>

EPA HGWAY	EPA CITY
20	16

Options:

1	AM/FM w/ CD Player		STANDARD
2	Shop/Service Manual		NOT AVAILABLE AT BID TIME
3	CD Service Manual		NOT AVAILABLE AT BID TIME
4	Limited Slip Rear End	Anti-Spin Diff - 3.92 gears	\$299
5	Tilt Wheel & Cruise Control	Tilt Standard - Cruise \$223	\$223
6	Keyless Entry		Included in Big Horn Package
7	Power Windows / Power Locks		Included in Big Horn Package
8	Exterior colors	See Below	\$
9	Side Air Bags		\$570
10	Slush/All Weather Mats (Driver & Passenger)	Includes 2nd Row also	\$102.05
11	Slush/All Weather Mats (Second Row)	See #10	\$
12	Slush/All Weather Mats (Cargo)		NOT AVAILABLE
13	Slide Rear Window	Requires Big Horn Package	\$125
14	Front seat bench	Requires Big Horn Package	\$498
15	Bed Liner		\$218
16	Manual Transmission w/Overdrive (Deduct)		\$ - N/A
17	Delete Cloth Seats (Deduct)		\$ - N/A
18	Delete Carpet (Deduct)		\$ - N/A
19	FOB Dealership: (Deduct)		(\$50)
20	FOB Other than Metro Charleston - Per Mile		\$1.40

Additional Information: Floor Mats \$18.00
 Exterior colors: Bright Silver, Bright White, Brilliant Black, Mineral Gray
 Additional Cost Paint \$200 for Deep Water Blue, Inferno Red

BIG HORN PACKAGE: \$1086. Includes 17" Aluminum Wheels, Cargo Lamp, Keyless Entry, Power Windows, Locks & Mirrors, Premium Vinyl Door Trim w/map pockets.

CLASS 24 VAN
7 Passenger, Front Wheel Drive,
110" Wheelbase

070-93-24-001

Includes but is not limited to: Grand Caravan, Toyota Sienna

Vendor Name: COUNTRY CLUB CHRYSLER DODGE

Manufacturer / Brand	DODGE
Delivery	90-120 DAYS EST.
Model Name & Number	GRAND CARAVAN SE RTKH53

Standard Equipment Requirements:

HP	TORQUE
175	205

Engine	MIN: 175 HP 165 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside - 5" x 8" Minimum
License Plate Mounts	Front & Rear
Seating	7 Passenger
Tires	All Season
Spare Tire	Standard tire w/Jack
Rear Window Wiper/Defogger	Installed
Floor Mats	Installed
Air Conditioning	Installed
Front Air Bags	Installed
Doors	Side & Rear Loading Doors w/Glass

Price Each Gasoline	V-6	\$18,097
Price Each Flex-Fuel		\$18,097

EPA HGWY	EPA CITY
24	17
16 (FLEX FUEL)	11 (FLEX FUEL)

Options:

1 AM/FM w/ CD Player		STANDARD
2 Shop/Service Manual		NOT AVAILABLE AT BID TIME
3 CD Service Manual		NOT AVAILABLE AT BID TIME
4 Tilt Wheel & Cruise Control		STANDARD
5 Keyless Entry		STANDARD
6 Extended Wheel Base		STANDARD
7 Sunscreen Glass	TINTED GLASS STANDARD	\$401.00 FOR SUNSCREEN
8 Rear Heat and Air		\$886.00
9 Drivers Side Sliding Door		STANDARD
10 Power Windows, Locks, Power Heated Mirrors		STANDARD
11 Side Air Bags		STANDARD
12 Stow N Go Seating		STANDARD
13 Exterior colors	SEE BELOW	\$
14 Slush/All Weather Mats (Driver & Passenger)	\$95.35	
15 Slush/All Weather Mats (Second Row)	Included in #14	
16 Slush/All Weather Mats (Cargo)	Not Available	
17 Delete Center Row Seats (Deduct)		\$ - N/A
18 Delete Third Row Seats (Deduct)		\$ - N/A - THEY STORE IN FLOOR
19 FOB Dealership: (Deduct)		(\$50.00)
20 FOB Other than Metro Charleston - Per Mile		\$1.40

Additional Information:

EXTERIOR COLORS:

Bright Silver, Brilliant Black, Deep Water Blue, Stone White, White Gold
Add \$200.00 for Blackberry Pearl, Inferno Red Crystal Pearl



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RECEIPT TICKET FOR PURCHASE ORDER:						MV10F	
SIGNATURE _____				DATE _____			
						TOTAL	

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